

to lead to discovery of admissible evidence; but the discoverable information need not be admissible at the trial.

U.S. E.E.O.C. v. Ian Schrager Hotels, Inc., No. 99-0987, 2000 WL 307470, at *3 (C.D. Cal. Mar. 8, 2000).

The sale agreement appears reasonably calculated to lead to the discovery of admissible evidence. For example, evidence of the transfer of assets or liabilities between MIWD's former and current parent companies could lead to the discovery of admissible evidence relating to plaintiffs' claims for actual and punitive damages. See N.D. Fair Housing Council, Inc. v. Allen, 298 F. Supp. 2d 897, 899 (D.N.D. 2004) ("The discovery of financial records of a defendant in order to prepare a case on the issue of punitive damages is permissible."). MIWD has not met its burden of showing that homeowner plaintiffs are not entitled to production of the agreement. Accordingly, the court **GRANTS** homeowner plaintiffs' motion to compel. MIWD is **ORDERED** to produce the requested documents by Friday, April 12, 2013.

AND IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read 'David C. Norton', written over a horizontal line.

DAVID C. NORTON
UNITED STATES DISTRICT JUDGE

April 9, 2013
Charleston, South Carolina